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27                  Attorneys for Plaintiff, Commercial  
28                  Recovery Corporation

1                   **UNITED STATES DISTRICT COURT**

2                   **DISTRICT OF NEVADA**

3                  Commercial Recovery Corporation,

4                  Case No.: 2:13-cv-00221-RCJ-PAL

5                  Plaintiff,

6                  vs.

7                  Bishop Corporate Solutions, LLC,

8                  Defendant.

9                   **STIPULATION OF DISMISSAL WITHOUT PREJUDICE AND ORDER**

1           WHEREAS, Defendant Bishop Corporate Solutions, LLC ("Bishop"), represents and  
2 warrants to Plaintiff and the Court that:

3           • On April 1, 2013, Bishop ceased operations, terminated its employees and its  
4           accounts were turned back to its clients;

5           • Bishop's licenses have been surrendered to the state of Nevada and it has no  
6           operations or assets;

7           • Bishop's charter expires in August 2013;

8           • On June 28, 2013, a default judgment was entered against Bishop in *Heflin v.*  
9           *Bishop Corporate Solutions, LLC*, et al, Clark County Nevada District Court Case  
10          No. A-11-634766-C in the amounts of \$71,761.59, \$39,149.30 and \$16,111.61.  
11          Bishop has no ability to satisfy said judgments;

12          • Bishop is no longer in business and will soon cease to exist; and

13          • Bishop has no intent of conducting business in the future through Bishop or any  
14           other company using Bishop's assets.

15           WHEREAS, Bishop further represents and warrants to Plaintiff and the Court that Bishop  
16          has no assets or income, has not and will not transfer any of Bishop's assets that have not already  
17          been transferred to others and lacks the resources to settle this action or satisfy any eventual  
18          judgment; and

19           WHEREAS, Bishop further represents and warrants to Plaintiff and the Court that it  
20          understands that Plaintiff, Plaintiff's counsel and the Court are relying on its representations in  
21          entering into this Stipulation, that said representations are true and correct and that Plaintiff  
22          would not be knowingly entering into this Stipulation if any of the representations are incorrect  
23          or not truthful.

24           NOW, THEREFORE, based on the forgoing representations and warranties, the parties,  
25          through their respective counsel, hereby stipulate and agree as follows:

26           ///

27           ///

1. This action may be dismissed pursuant to an order entered upon this stipulation without prejudice and without costs or attorneys' fees to either party;

2. If any of the representation and warranties of the parties are knowingly inaccurate and untruthful in any respect, this action may be reopened or re-initiated by Plaintiff, *nunc pro tunc* to the original filing date of this action; and

3. If reopened or re-initiated by Plaintiff any and all defenses relating to statutes of limitations or time periods for which Plaintiff can seek damages are hereby waived by Bishop and shall be tolled such that Plaintiff may seek damages as would have been permitted based on the original commencement date of this action. However, Bishop does not waive any of the defenses it may have had on the date of the filing of this action.

Dated this 22nd day of August, 2013.

## MARQUIS AURBACH COFFING

By /s/ David A. Colvin  
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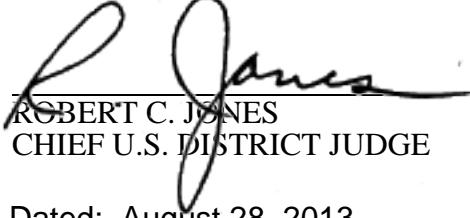
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2 By /s/ Robert S. Qualey  
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11  
12 *Attorneys for Defendant*  
13

14 IT IS SO ORDERED:  
15

16   
17 ROBERT C. JONES  
18 CHIEF U.S. DISTRICT JUDGE  
19

20 Dated: August 28, 2013.  
21

22  
23 **CERTIFICATE OF SERVICE**  
24

25 That on the 22nd day of August, 2013, I served a true and correct copy of the forgoing  
26 Stipulation of Dismissal Without Prejudice and Order on all counsel of record via the Court's  
27 Electronic Filing System as follows:  
28

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37 By /s/ Shawn M. Perry  
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